

Cade Creativity Labs 904 South Main Street Gainesville, Florida 32601

352 371 8001

cademuseum.org

Facility Rental Contract

AGREEMENT:

This agreement is made this <u>1st</u> day of December 2020 by and between the Cade Creativity Labs, Inc. ("CCLI") and <u>Children's Trust of Alachua County(</u>"USER").

USER CONTACT INFORMATION:

| Organization/USER | Children's Trust of Alachua County | Children's Trust of Alachua County | | | | |
|-------------------|--|--|--|--|--|--|
| Contact Name(s) | Colin Murphy | | | | | |
| Phone | 352-374-1821 | | | | | |
| Email | Cmurphy@childrenstrustofalachuacounty.us | Cmurphy@childrenstrustofalachuacounty.us | | | | |
| Address | 802 NW 5th Ave, Suite 100 | 802 NW 5th Ave, Suite 100 | | | | |
| | Gainesville, FL 32601 | | | | | |

EVENT DESCRIPTION:

| Event Name | Children's Trust of Alachua County Meeting | | | |
|------------------|--|--|--|--|
| Date of Event | 1/11/21, 2/8/21, 3/8/21, 4/12/21, 5/10/21, 6/14/21, 7/12/21, 8/9/21, 9/13/21, 9/27/21, 10/11/21, 11/8/21, 12/13/21 | | | |
| Time of Event | 4:00pm-6:00pm | | | |
| Access Time | 3:30pm-6:30pm | | | |
| Number of Guests | 20 (may vary by event) | | | |
| Spaces | Petty Family Gallery and rotating traveling exhibit | | | |

PREMISES:

CCLI hereby agrees to make available to USER, for the exclusive use of the USER, the Cade Museum building, at the time of event indicated above.

RATES:

| Refundable Deposit due 12/16/20 | \$150.00 - to be refunded in the event of no added fees: 12/23/21 | | | |
|---|---|--|--|--|
| Total Facility Rental Rate | \$450.00 each event x 13 events = \$5850.00 | | | |
| Fees | N/A | | | |
| Тах | Exempt | | | |
| Total due at contract signing 12/16/20 | \$150.00 (one-time security deposit) | | | |
| Remaining payment due day of each event | \$450.00 | | | |

USER Initial

PAYMENTS AND DEPOSITS:

The USER is required to pay a one-time \$150 refundable deposit that will be held for each event. This deposit will be used to hold the date for the event and the security deposit will be returned after the facility inspection has been completed by CCLI. All

damages, excessive clean up, and run-over fees will be deducted from the refund. Checks are preferred, but we do accept major credit cards. Please make the check out to <u>Cade Creativity Labs, Inc.</u>

___ USER Initial

Payment in full is required from the USER on the day of the scheduled event.

_____ USER Initial

LIABILITY AND INSURANCE:

The USER is responsible for any and all damage to the premises, equipment, or property, and will be held liable for all actions, behavior, and damages caused by event attendees. CCLI assumes no liability for damage or loss of personal property or equipment left in any area of the Cade Museum building prior to, during, or after the function.

USER Initial

The USER requesting facility use is required to provide an original copy of a certificate of insurance providing public liability and property damage insurance in an amount not less than \$1,000,000 per occurrence and naming Cade Creativity Labs, Inc. as additional insured.

_____USER Initial

INDEMNITY:

In addition, the USER agrees to indemnify and hold harmless the Cade Creativity Labs, Inc., its offices, employees, and staff working on its behalf from any and all claims, actions, suits, costs, damages, and liabilities resulting from breach of this agreement, negligent actions, or willful misconduct of the USER and the USER's guests, invitees, agents, or sub-contractors.

____USER Initial

RULES AND REGULATIONS:

The USER is responsible for ensuring that all caterers and vendors have all the necessary licenses and permits when food and/or alcohol is being served.

_____USER Initial

Decorations and linens must be provided by USER. Prohibited items include: tape and other adhesives, open flames, and balloons.

USER Initial

The Cade Museum parking lot is available for event parking. Overflow parking is available across the street at the Cade Annex building and along South Main St.

____USER Initial

Events with more that 200 guests and weddings of any size require an approved event planner.

_____USER Initial

The Cade Museum building and grounds, as well as Depot Park, are smoke-free.

_____USER Initial

Photography is permitted within the Cade Museum building, but not to be used for advertisement without prior permission from CCLI.

_____USER Initial

The USER is responsible for cleanup and must restore the Cade Museum building, restrooms, and outside areas to the condition in which they were received. CCLI will be responsible for the breakdown of CCLI-owned equipment ONLY.

USER Initial

The refundable deposit will be returned to the USER within 14 days after the facility inspection. Any and all damage and excess clean up fees will be deducted from the refund total.

____USER Initial

The rental is subject to all City, County, and State emergency and health restrictions and ordinances. The USER is responsible for enforcing these policies with their guests and complying with all restrictions and ordinances.

_____USER Initial

CANCELLATION:

A cancellation made <u>more than 30 days</u> in advance results in a full refund. A cancellation made <u>less than 30 days</u> in advance results in no refund.

____USER Initial

FORCE MAJEURE:

Event cancellation due to circumstances beyond the USER or Cade Museum's reasonable control, such as inclement weather, Illness, or other extenuating circumstances, shall constitute legal cancellation of the event. The Cade Museum will refund 100% of payment or reschedule the event for a later date.

___USER Initial

IMPORTANT DATES:

| Remaining payment | DUE day of event | | |
|--------------------------------|---|--|--|
| Layout of CCLI-owned equipment | Appointment to take place 7 days before first event | | |
| Proof of event insurance | N/A | | |
| Master event schedule | Due 7 days before first event | | |
| Return of security deposit | 12/23/21 | | |

EMERGENCY CONTACT:

In the event of an emergency, please contact Cade Creativity Labs, Inc. Sr. Operations Manager, Gwen Morgan at (904) 568-1509 or Executive Director, Stephanie Bailes at (202) 321-0773.

I have read and agree to the above conditions.

<u>USER</u>

Signature: ______

Print Name: _____

| Date: | | | |
|-------|------|--|--|
| | | | |

<u>CCLI</u>

Signature: Amerela Aprilion

Print Name: Amanda Hamilton / Event Manager

Date: 12/1/20